



REQUEST FOR PROPOSALS

Desktop & Laptop Computer Equipment and Software Volume Purchasing Agreement

DUE DATE: November 3rd, 2016 at 3:00 PM ET

RFP NUMBER: RFP480ETSVOLPUR

ACCEPTANCE PLACE: Patrick A. Duhaney, CPPB
Chief Procurement Officer
City of Cincinnati, Division of Purchasing
805 Central Avenue, Suite 234
Cincinnati, OH 45202

Requests for information related to this Proposal should be directed to:

Lashaun E. Williams, Buyer at: lashaun.williams@cincinnati-oh.gov

Issue Date: September 29th 2016

NOTE: The City publishes information on the City of Cincinnati Internet web site at www.cincinnati-oh.gov, which includes the Cincinnati Municipal Code (CMC) and the information concerning the rules and regulations governing the City's Small Business Enterprise (SBE) Program and Minority/Women Business Enterprise (M/WBE) Program. Offerors may register as a City vendor online at www.cincinnati-oh.gov/vss.

I. REQUEST

INTRODUCTION

The City of Cincinnati, Ohio, (hereinafter referred to as "City") is issuing this Request for Proposals (hereinafter "RFP") pursuant to the provisions of the Cincinnati Municipal Code (CMC), Chapter 321 and City Manager Administrative Regulation 23 for Professional Services, from parties, (hereinafter "Offerors"). The Offeror shall provide a Volume Purchase Agreement for the following:

1. Provide high-end, middle-end, and low-end hardware computer equipment at competitive process in view of expected volume of \$1.0 million per year.
2. Provide software typically associated with professional use of personal computers such as Microsoft, Adobe, and Oracle products.
3. Provide computer peripherals and upgrade parts such as hard drives, memory chips, etc.
4. Provide a portal for obtaining quotes and ordering of merchandise. The City may elect to utilize its own electronic catalog and punchout technology to manage the quotes and ordering process.

GENERAL BACKGROUND AND INFORMATION

The City is currently seeking proposals from hardware and software providers to be the primary source for the purchase of computer equipment and software. Expected benefits include savings attributed to volume purchasing Citywide and a streamlined purchasing process for hardware and software. All City of Cincinnati Departments would be able to make individual purchases under this contract, which would both increase volume for the vendor and allow City Departments to take advantage of the benefits listed above.

The City purchases on average \$1 million worth of computer equipment annually. For the last five years, the City has had one Volume Purchasing Agreement for the acquisition of personal computers and laptops. This agreement is due to expire and the City seeks to enter into a new Volume Purchase Agreement for Desktop and Laptop computers to continue taking advantage of volume discounts offered by manufacturers.

SCOPE OF SERVICES/SPECIFICATIONS

The Offeror will provide hardware and software to City Departments as noted below.

Desktop and Laptop Computers: The City is requesting a cost effective, Intel/Windows based hardware configuration with a service level agreement that will:

- a) Provide the configurations (including monitors for the desktops) for Low-End, middle-End and High- End) for desktop and laptop computers.

Note: The City will review the configurations each year; the configurations may be revised annually.

- b) Allow for full execution of enterprise & departmental software applications (e.g. Oracle Client Software, ESRI, AutoDesk, Peoplesoft, etc.)
- c) Provide a method to image or copy desktop configurations to expedite installation of equipment. This should be a configurable option at a discounted price.
- d) Provide timely delivery of orders
 - 1. an estimated delivery date of no more than 5 business days for quantities less than 40 desktop or laptop computers
 - 2. an estimated delivery date of no more than 10 business days for quantities more than 40 desktop or laptop computers
- e) Allow a trade-in credit on obsoleted equipment toward new desktop and laptop computer purchases, and/or computer disposal/recycle programs (asset recovery)

Note: For security purposes, hard drives may be removed before returning equipment.

- f) Provide optional warranty for a period for 3 to 5 years with the following terms:
 - 1. 5 Days a Week (5X9), Next business Day (NBD)
 - 2. Define what are “user replaceable parts” not covered under the warranty.
 - g) Incorporate other discounts toward non-specific hardware as part of the volume purchase agreement. (e.g., Printers, PDA’s, etc.)
 - h) Incorporate other discounts toward upgrade or repair parts as part of the volume purchase agreement. (e.g., Hard Drives, Memory Chips, etc.)
 - i) Depending on the cost and logistics involved, the City may require the Offeror to populate each laptop or desktop’s BIOS or BIOS equivalent with that device’s serial number, manufacturer’s name, and model number.
 - j) Provide for the purchase of upgrade and repair parts such as hard drives, memory chips, etc.
- 2) **Hardware Configuration Tiers for Price Evaluations:** The Offeror’s configuration shall meet the requirements of the three tiers listed below. In addition, the Offeror shall propose their respective hardware configuration offered for the respective tier and the pricing offered for the configuration identified in each respective tier.
- a) The Low-End proposed hardware configurations must meet the following minimum requirements:
 - i) Windows 10 Professional – 32 bit
 - ii) Intel Core i3
 - iii) Core 2 Duo processor
 - iv) 4 GB of RAM
 - v) DVD ROM Drive

- vi) 128 GB Drive – SSD Preferred
- b) The Middle-End proposed hardware configurations must meet the following minimum requirements:
 - i) Windows 10 Professional – 32 bit
 - ii) Intel Core i5
 - iii) 8GB RAM
 - iv) DVD ROM Drive
 - v) 256GB Drive – SSD Preferred
- c) The High-End proposed hardware configurations must meet the following minimum requirements:
 - i) Windows 10 Professional – 32 bit
 - ii) Intel Core i7
 - iii) 16GB RAM
 - iv) DVD ROM Drive
 - v) 512GB Drive – SSD Preferred
- 3) **Software:** The City is requesting a cost effective, source for typical software associated with computer business applications with a service level agreement that will:
 - a) Provide listing and price of software packages that can be sold by your company as part of this agreement, such Microsoft, Adobe, and Oracle products.
- 4) **Tool for purchasing/quoting products:**
 - a) The City plans to utilize its electronic catalog management and punchout management technology system (as identified on the subsequent pages) to manage City department purchases of the various configurations. However, the City is interested in reviewing other options. To this end, the Offeror shall provide a tool from which City staff can purchase the various configurations proposed by the Offeror via web portal or e-procurement application. The e-procurement portal will be able exclude items not covered by the agreement.

TERM

The term of the resultant Agreement shall be for a period of three (3) years from the date of award, with two (2) additional 12-month extension options which may be exercised at the sole discretion of the City.

ADMINISTRATIVE FEES

The successful Offeror will remit to the City an Administrative Fee in the amount of one percent (1%) of the total sales from this contract.

The pricing submitted with this proposal shall include the City's Administrative Fee. Administrative fees may not be added as a line item on any invoice.

A statement verifying the total sales amount must accompany the remittance. This

remittance will be due not later than 45 days after the last day of each calendar quarter. Please provide a sample statement document for review with the proposal.

ALLOWABLE PRICE INCREASES

Pricing must be held firm for the first year of the contract. Pricing may be amended semi-annually thereafter.

Price increases may be allowed after the first year of the contract provided that the changes are mutually agreed upon by both the City's Chief Procurement Officer and the contractor(s) and conclusive evidence of a need for the price increase is substantiated by the Producer Price Index, Consumer Price Index or similar pricing guide. Any price decreases shall be passed along to the City.

ELECTRONIC CATALOG AND PUNCHOUT TECHNOLOGY

The City utilizes an electronic catalog management and punchout management technology system developed by Value Innovation Technologies Corporation (VIT) called eLink Gateway. The system gives authorized City employees the ability to shop for items from online catalogs and integrate those items back into the City's ERP system.

The successful Offeror(s) that receives a contract pursuant to this solicitation shall submit electronic versions of their price lists within an appropriate timeframe, as determined by the Chief Procurement Officer, after receiving notification by the City for use in the City's electronic catalog management and punchout management technology system.

The successful Offeror(s) shall furnish a catalog containing only the items awarded by the City to include product content and the agreed upon pricing as awarded by the City. The catalog may be furnished in one of the following formats: XML, EDI X12, Text file, and/or Excel file.

The catalog will be furnished directly to VIT, as authorized by the City. No costs or expenses associated with providing this catalog, including any cost associated with integrating the Offeror's catalog to the eLink Gateway, shall be charged by the Offeror to the City or to VIT.

Regardless of the format used, the catalog should include the following content, at a minimum: *Vendor SKU; Short and Long Descriptions; Selling points highlighting product features, usability, etc.; Units of Measure; Unit Pricing, contract pricing; tiered pricing discounted pricing, as applicable; Manufacturer SKU; Manufacturer Name; Brand name and logo; categorization or hierarchy, up to 3-levels is preferred; Product Type or Family; Product Image(s); MSDS link, if applicable; Product attributes such as dimensions, color, weight, materials, and other product-specific properties; Product classifications such as Recycle indicator, M/S/WBE, Green indicator, commodity code, Non-returnable, etc.; and Keywords and tags.*

The City, at its sole option, may require successful Offeror to provide its Catalog in printed form in addition to the electronic form.

The Offeror shall submit updates to the catalog content directly to VIT at the agreed-upon schedule, as detailed in the Contract between the Offeror and the City. Updates may be submitted in any of the aforementioned formats. These updates will require the approval of the City before they can be applied to the catalog. No costs or expenses associated with providing these updates shall be charged by the successful Offeror to the City or to VIT.

QUALIFICATIONS

- A. Offeror must have three (3) years' experience, within the last five (5) years, serving as a distributor directly responsible for providing a Volume Purchase Agreement or similar mechanism for the procurement of desktop computers, laptop computers, parts, peripherals, and software or similar to the services stated herein to a government or entity of similar or greater size or scope of the City.
- B. The Offeror must provide a record of past performance on three (3) contracts of similar or greater scope, size, and budget as the City's project, including adherence to schedules, deadlines and budgets. Include three references with contact information (e.g., name, title, company, phone, address, and email) of the key individuals worked with on the three (3) projects related to this section.
- C. Evidence that the human and physical resources of the Offeror are sufficient to be directly responsible for performing the Contract as specified and assure delivery of all equipment and/ or services within the time specified in the Contract. Examples of ways to demonstrate this are as follows:
 - i. Evidence of sufficient personnel staffing levels with sufficient skills, training, expertise, to complete the Contract as required and satisfy any circumstances that may arise during the Contract; and
 - ii. Evidence of sufficient inventory and/or distribution agreements with manufacturers to complete the Contract as required and satisfy any circumstances that may arise during the Contract.
- D. The Offeror must identify the project manager it proposes to assign to the City's contract. Please provide the project manager's resume and bio.

TIMETABLE

Milestones for the Process are: Date

- 1. Release of RFP 09/29/2016
- 2. Deadline for written questions 10/13/2016

3. **OFFERORS SUBMIT PROPOSALS**

11/03/2016

4. **City initiates negotiations with preferred Offeror (approx.)** 11/17/2016

QUESTIONS CONCERNING THE RFP

All questions or requests for clarification must be submitted in writing via email no later than October 13, 2016 at 11:00am ET to Lashaun E. Williams (lashaun.williams@cincinnati-oh.gov).

Please reference **“RFP480ETSVOLPUR Desktop & Laptop Computer Equipment and Software Volume Purchasing Agreement”** in the subject field of the message. Questions received after the designated period may not be considered. Any response made by the City will be provided in writing via Addendum.

Offerors are strictly prohibited from contacting any other City employees or any third-party representatives of the City on any matter having to do with this RFP. All communications regarding this RFP must be made to the City's contact person, or any other City representatives designated by the Chief Procurement Officer in writing.

The City may hold a non-mandatory pre-submission meeting. If such a meeting is held, the date, time, and location of the meeting will be communicated via an addendum.

RFP SUBMISSIONS (Public Records Requirements)

The Offeror shall develop a written response to this RFP structured to comply with Section II of this RFP.

While each proposal will be considered objectively, the city assumes no obligation to accept to take action on any proposal. The City assumes no liability for any costs incurred in preparing or submitting any proposals.

An original signed and six (6) complete copies and one electronic copy of the proposal via CD/USB Flash Drive must be submitted to:

Patrick A. Duhaney, CPPB
Chief Procurement Officer
City of Cincinnati, Division of Purchasing
805 Central Avenue, Suite 234
Cincinnati, OH 45202

All proposals must be submitted in a sealed package. The following notation should be on the sealed package:

“RFP480ETSVOLPUR Desktop & Laptop Computer Equipment and Software Volume Purchasing Agreement”, Due November 3, 2016, 3:00 PM ET.

The deadline for responding to this RFP and for submitting all related materials is:

November 3, 2016, 3:00 PM ET.

Late proposals will not be accepted.

Proposals can be withdrawn at any time, if requested *in writing*, until the deadline date, at which time proposals will be considered firm and become the property of the City and will not be returned. By responding to this RFP, Offerors waive any challenge to the City's decisions.

By submitting this proposal, the Offeror acknowledges that the City is governed by the Ohio Public Records Laws. Notwithstanding any statement to the contrary, the City's handling of any confidentiality obligations are subject to the limitations of this paragraph. Offeror's proposal may be subject to disclosure under the Ohio Public Records Laws. The City shall have no duty to defend the rights of Offeror or any of its agents or affiliates in any records requested to be disclosed. Upon receipt of a public records request, the City will notify Offeror of its intent to release records to the requestor. Contractor shall have a maximum of five (5) business days beginning with the date it receives notification to respond to the City by either accommodating the requestor or pursuing legal remedies to stop the City's release of requested information. Said notification shall relieve the City of any further obligation under any claim of Offeror or any of its agents or affiliates in any jurisdiction in connection with the disclosure of such records. Offeror and its agents and affiliates may pursue legal and/or equitable remedies to stop or limit disclosure at their sole expense.

If the Offeror believes that some information contained in the Proposal is exempt from disclosure, the Offeror is instructed to label such information as confidential, specify the pertinent section of the public records law which justifies nondisclosure, segregate from the Proposal the specific information to be exempt from disclosure, and request in writing that the City keep such information confidential and free from disclosure. Marking all or substantially all of a Proposal as confidential may result in the Proposal being considered non-responsive by the City.

The Offeror recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Offeror may suffer from the disclosure of information or materials to third parties.

Offerors submitting proposals in response to and consistent with this RFP shall submit the required or miscellaneous forms in accordance with Section IV of the RFP.

SELECTION PROCESS AND AWARD CRITERIA

Selection of a preferred Offeror and subsequent award of contract will comply with City Administrative Regulation No. 23 and the Cincinnati Municipal Code (CMC). The City will award a contract to the successful Offeror considering the total requirements for this procurement and what is "Most Advantageous to the City" in accordance with CMC Chapter 321.

The City's Selection Committee will review and evaluate all properly submitted proposals that are received on or before the deadline. The Selection Committee will

submit its finding to the Chief Procurement Officer as to which proposal(s) is/are "Most Advantageous" to the City taking into consideration price and evaluation factors set forth below. The Chief Procurement Officer will review the Selection Committee's findings and will then submit a recommendation to the City Manager who will make the award for the City pursuant to CMC Section 321-65.

- Qualification, Resources, and Experience of Offeror;
- Proposed plan and approach to meeting the City's needs;
- Price, including discounts offered to the City on quoted and non-quoted items;
- Ability of Offeror to track City purchases and provide reports to the City;
- Advantages and disadvantages to the City which could result from the proposal, including the vendors online portal for managing quotes and purchases and/or the vendors ability to conform to the City's electronic catalog and punchout technology; and
- Offeror is a City of Cincinnati-certified SBE, WBE, and/or MBE or is partnered/subcontracting with a City-certified SBE(s), WBE(s), and/or MBE(s). SBEs, WBEs, and MBEs must provide a commercially useful function in accordance with CMC Section 323-1-C2 and 324-1-C3.

The City reserves the right to ask for additional information and clarification from or about any or all of the Offerors. The City may require selected Offerors to make an oral presentation of their proposals.

COMPETITION INTENDED

Competition shall be generated to the maximum extent practicable, including opportunities for SBEs, WBEs, and/or MBEs through the Small Business Enterprise (SBE) Program (CMC Chapter 323) and Minority and Women Business Enterprise Programs (CMC 324) respectively.

Information regarding the City's SBE and M/WBE programs and a directory of certified firms can be found at the following website: <http://www.cincinnati-oh.gov/inclusion/>.

PROCESS FOR ENTERING INTO AGREEMENT

The Offeror(s) whose proposal is/are found to be the "Most Advantageous" to the City of Cincinnati will be offered the opportunity to enter into an Agreement with the City. The scope, terms and conditions of that Agreement shall be in substantial conformance with the terms, conditions and specifications described in this RFP and with the proposal that is submitted by the Offeror whose proposal is found to be the "Most Advantageous" to the City.

The Offeror should be prepared to begin contract negotiations upon submitting a proposal. If the Offeror is not able to begin contract negotiations, the City may disqualify that Offeror.

The City reserves the right to negotiate the Agreement to include any portion or portions of the services covered by this RFP. The City reserves the right to reject any and all proposals in total or by components.

The City reserves the right to make one total award, one award for each section, multiple awards, or a combination of awards, and to exercise its judgment concerning the selection of one or more proposals, the terms of any resultant agreement(s), and the determination of which, if any, proposal(s) is Most Advantageous to the City, as a result of this RFP process.

ADDITIONAL INFORMATION

The City reserves the right to check all references furnished and consider responses received in determining the award.

The City reserves the right to perform investigations as may be deemed necessary by the City to assure that competent persons will be and are utilized in the performance of the Agreement and to verify the accuracy of the contents of proposals.

The City publishes information on the City of Cincinnati Internet web site at www.cincinnati-oh.gov , which includes the Cincinnati Municipal Code.

CONTRACTOR REGISTRATION

The Offeror awarded the contract shall be a registrant under Vendor Self Service (VSS) at time of award. Go to <http://www.cincinnati-oh.gov/vss/> to register.

CHANGES AND ADDENDA TO RFP DOCUMENTS

It shall be the Offeror's responsibility to make the inquiry as to changes and addenda issued. All such changes or addenda shall become part of the contract and all Offerors shall be bound by such changes or addenda.

Offerors may download all addenda and other RFP documents from Open Data Cincinnati and should frequently return to the site to monitor for project-specific updates and addenda.

The link to Open Data Cincinnati is as follows: <https://data.cincinnati-oh.gov>. (Once there simply click on the piggybank icon and then select "Procurement Opportunities and Contract Awards")

Equal Employment Opportunity Program: A summary of the City's Equal Employment Opportunity Program is included in the RFP Section III. Equal Employment Opportunity (EEO) Form (DEI147) is provided only for information purposes in the RFP Section IV. It does not have to be signed or returned with Proposals. The successful Offeror will be required to complete the DEI 147 at contract execution.

Non-Discrimination Policy: A summary of the City's Non-Discrimination Policy is included in the RFP Section IV.

OFFEROR'S COVENANT OF NON-DISCRIMINATION

Pursuant to the City of Cincinnati's policy of non-discrimination, specifically in its purchasing and contracting practices, **by signing this proposal** and as a condition of contract award, the Offeror covenants, represents and warrants that:

- The Offeror will not discriminate against small business enterprises on the basis of race, ethnicity, gender or disability in the process of contracting, subcontracting and purchasing;
- The Offeror will use good faith efforts to promote opportunities for SBEs and M/WBEs to participate in and compete for opportunities to the extent of their availability and capacity;
- If awarded the contract, the Offeror will submit to ongoing monitoring by and submittal of reports to the City's Department of Economic Inclusion;
- The Offeror will submit to investigations and/or audits by the Department of Economic Inclusion in connection with routine monitoring or as a result of specific allegations of discrimination.

S/M/WBE SUBCONTRACTING

There is no specific S/M/WBE subcontracting goal for this project. However, the City desires that opportunities for City-certified SBEs, WBEs, and/or MBEs be generated to the maximum extent practicable. As such, S/M/WBE subcontracting will be one of the factors the City considers for award.

Only Offerors who submit Proposals that include subcontractor(s) must complete and return with their Proposal the Subcontractor Utilization Plan (Form 2003), signed by a person authorized to bind the Offeror. This form is included in the RFP Section IV.

VENDORS INELIGIBLE TO CONTRACT OR SUBCONTRACT WITH THE CITY

The City maintains a list of Vendors Debarred from Contracting or Subcontracting with the City may be accessed at: <http://www.cincinnati-oh.gov/purchasing> or may be furnished in other form upon request to the Chief Procurement Officer. The City will not contract with any Bidder on the list. It is each Offeror's responsibility to verify that each subcontractor it proposes to use is an eligible firm or person. The City will not approve a subcontractor whose name appears on the list.

II. PROPOSALS

CONTENT AND FORM OF PROPOSALS

The proposal must be signed by a person who has legal authority to contractually bind the Offeror.

The Proposal shall include, but is not limited to, the following and must be presented in the following order:

The Proposal shall include, but is not limited to, the following and must be presented in the following order:

1. Introduction and Executive Summary;
2. Offeror's Qualifications and Experience;
3. Key Personnel Credentials, including proposed project manager assigned to City contract;
4. Offerors business operations
 - a. Describe Offerors direct role and responsibilities in providing the supplies requested in this RFP
 - b. Provide a list of distribution agreements or arrangements held directly with manufacturers or providers of the supplies and software requested in this RFP
 - c. Describe delivery process and what role the Offeror plays in delivering the supplies and software requested in this RFP to the City
5. Price Proposal for Hardware Configuration Tiers:
 - a. Offeror shall submit a Price Proposal for the Three (3) Hardware Configuration Tiers identified in Section 2 of the Scope of Services/Specifications portion of this RFP;
 - b. Offeror shall also submit a statement identifying any discounts offered to the City on quoted and non-quoted items;
6. Proposed plan for taking over the City's desktop computers, laptop computers, parts, peripherals, and software business;
7. Summary of how the Offeror will track and report purchases to the City;
8. Economic Inclusion
 - a. State whether the Offeror is a City-certified MBE, WBE, or SBE. Provide a copy of the certification.
 - b. If subcontracting or partnering with a City-certified MBE, WBE, or SBE, provide a description of the distinct element of work the City-certified MBE, WBE, or SBE will perform
 - c. Describe the Offeror corporate strategy for economic inclusion
9. Other advantages offered to the City which could result from the proposal, including the vendors online portal for managing quotes and purchases and/or the vendors ability to conform to the City's electronic catalog and punchout technology; and
10. All Required Forms (See Section IV. REQUIRED AND MISCELLANEOUS FORMS)

EXCEPTIONS

The proposal shall include a statement indicating compliance with the Terms and Conditions presented in Section III of this RFP or a statement indicating any exceptions thereto subject to negotiations.

The proposal shall also include a statement indicating that the Offeror is able to integrate with the electronic catalog management and punchout management technology system developed by Value Innovation Technologies Corporation (VIT) called eLink Gateway or a statement indicating that the Offeror is not able to integrate.

III. CONTRACT TERMS AND CONDITIONS

The Offeror's response to this Request for Proposal (RFP) will be made a part of the contract with the City. Terms and Conditions, substantially in the form contained herein, shall be included in the Agreement between the City and the successful Offeror. In this Section, "Offeror" is referred to as "Contractor."

Unless otherwise stated by the Offeror in the response to this RFP, the Offeror agrees to the following Contract Terms and Conditions, which will become part of the subsequently negotiated contract.

SUBCONTRACTING

None of the work or services covered by this Agreement shall be subcontracted, except as set forth herein, without the prior written approval of the City of Cincinnati. The City assumes no obligation to pay, and will not pay, a contractor for any work and/or services performed by a subcontractor on the contract prior to the City Manager's approval of that subcontractor. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

In the event the Contractor employs a subcontractor without first securing the required approval of the subcontractor by the City, the City shall have the right to stop payment to the Contractor or withhold any monies due the Contractor until the subcontractor is approved by the City.

The Professional Service Subcontractor Approval Policy and Procedures and the Approval Request Form is available at <http://www.cincinnati-oh.gov/purchasing/> or may be furnished in other form upon request.

The City maintains a list of Vendors Debarred from Contracting or Subcontracting with the City that may be accessed at: <http://www.cincinnati-oh.gov/purchasing> or may be furnished in other form upon request. The City will not contract with any firm or person on the list. It is Contractor's responsibility to verify that each subcontractor it proposes to use is an eligible firm or person. The City will not approve a subcontractor whose name appears on the list.

The City shall neither accept nor be liable for any increase in costs, or other expenses, delay, loss, or subsequent ineligibility to contract with the City, incurred by a contractor as a result of the City rejecting any proposed person, firm, partner, principal, affiliate, subcontractor or supplier that is debarred or suspended after the submission of a bid, proposal, or other communication leading to a contract, but before the approval or award of the contract.

The City shall not unreasonably withhold approval of a subcontractor.

ASSIGNMENT OF CONTRACT

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the City of Cincinnati.

COMPLIANCE WITH LAWS AND POLICIES

This Agreement is subject to and Contractor shall comply with all statutes, ordinances, regulations, and rules of the Federal Government, the State of Ohio, the County of Hamilton and the City of Cincinnati.

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall be subject to the provisions of the City of Cincinnati Municipal Code Chapter 325, regarding Equal Employment Opportunity (EEO). The EEO Program requires the Contractor awarded the contract to complete and submit a DEI 147 form. The DEI 147 form is designed to provide an evaluation of the Contractor's policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex, sexual orientation, gender identification, national or ethnic origin, age, handicap, or Vietnam military service.

Failure to comply with the City's request for submission of the DEI 147 form within ten (10) days of the date of the request will be sufficient cause to reject the proposal due to the Contractor being non responsive.

SMALL BUSINESS ENTERPRISE AND MINORITY AND WOMEN ENTERPRISE

This contract is subject to and Contractor shall comply with the provisions of the Small Business Enterprise (SBEs) Program contained in Chapter 323 and the Minority and Women Business Enterprise (M/WBE) Programs contained in Chapter 324 of the Cincinnati Municipal Code. Section 323-99 and 324-99 of the Cincinnati Municipal Code are hereby incorporated by reference into this contract.

The Contractor shall utilize best efforts to recruit and maximize the participation of all qualified segments of the business community in subcontracting work, including the utilization of SBEs and M/WBEs. This includes the use of practices such as assuring the inclusion of qualified SBEs and M/WBEs, in bid solicitations and dividing large contracts into smaller contracts when economically feasible.

The SBEs and M/WBEs must be certified under the appropriate City commodity code by the time of the bid closing.

Information regarding the City's SBE and M/WBE programs and a directory of certified firms can be found at the following website: <http://www.cincinnati-oh.gov/inclusion/>.

CONTRACTOR'S COVENANT OF NON-DISCRIMINATION

Pursuant to the City of Cincinnati's policy of non-discrimination, specifically in its purchasing and contracting practices and as a condition of contract award, we covenant, represent and warrant that:

- We will not discriminate against small business enterprises on the basis of race, ethnicity, gender or disability in the process of contracting, subcontracting and purchasing;
- We will use good faith efforts to promote opportunities for small business enterprises to participate in and compete for opportunities to the extent of their availability and capacity;

- We will submit to ongoing monitoring by and submittal of reports to the City's Department of Economic Inclusion;
- We will submit to investigations and/or audits by the Department of Economic Inclusion in connection with routine monitoring or as a result of specific allegations of discrimination.

ONLINE REPORTING

- A. The Contractor shall provide to the City, prior to commencement of [construction of the improvements][the project][its duties], a report listing all of the contractors and subcontractors for the [construction of the improvements][the project][supplies][services] including information as to owners, dollar amount of the contract or subcontract, and other information that may be deemed necessary by the City Manager. The report must be updated monthly by the 15th. The Contractor shall enter all reports required in this subsection at the City's online reporting site - SubConTrak.com - or any successor site or system the City uses for this purpose. Upon execution of this Agreement, the [Owner][Contractor][Vendor] shall contact the Department of Economic Inclusion to obtain instructions, the proper internet link, login information, and password to access the site and set up the necessary reports.
- B. The Contractor agree to take at least the following affirmative steps:
1. Including qualified MBEs and WBEs on solicitation lists.
 2. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum MBE and WBE participation.
 3. When needs permit, establishing delivery schedules which will encourage participation by MBEs and WBEs.
- C. The Contractor must periodically document its best efforts and affirmative steps to meet the above MBE and WBE participation goals, by notarized affidavits executed in a form acceptable to the City, submitted upon the written request of the City. The City may review records and documentation relevant to the affidavits. If affidavits are found to contain false statements, the City may prosecute the Contractor pursuant to Section 2921.12, Ohio Revised Code.

PROMPT PAY

This Agreement is subject to the provisions of Chapter 319 of the Cincinnati Municipal Code, which provides for a "Prompt Payment System."

EVALUATION, REPORTS, INFORMATION AND AUDITS

The Contractor agrees to participate full in all evaluation activities initiated by the City. The Contractor, at such times and in such form as the City may require, shall furnish the City such reports as may be requested pertaining to the work, student participation, course tracking, and services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters

covered by this Agreement. The Contractor shall retain all financial and administration records for a period of three years after the expiration or termination of this Agreement, and shall permit the City or any of its representatives or auditors access to such records.

HOLD HARMLESS

The Contractor shall protect, defend and hold harmless the City of Cincinnati, its agents, employees, and volunteers from any and all loss, claims, expenses, actions, causes of action, costs, damages, and obligations, financial or otherwise, including attorney fees and legal expenses, arising from any and all acts of the Contractor, its agents, employees, licensees, invitees, that result in injury to persons or damage to property.

INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify, defend and save the City, its agents, and employees harmless from and against any and all losses, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of errors or omissions or negligent acts by the Contractor including by the Contractor's employees and agents in the performance of this Agreement.

The Contractor, at its sole cost and expense, shall procure and maintain Workers Compensation insurance coverage. A copy of a document evidencing such Workers Compensation coverage shall be furnished to the City of Cincinnati prior to commencement of services by the Contractor under this Agreement.

The Contractor, at its sole cost and expense, shall procure and maintain at all times during the term of this Agreement Comprehensive General Liability Insurance (including personal injury) with a combined single limit for personal injury and property damage of not less than One Million Dollars (\$1,000,000) per occurrence.

The Contractor, at its sole cost and expense, shall procure and maintain at all times during the term of this Agreement Automobile Liability (including Non-Owned and Hired Auto Coverage) of not less than One Million Dollars (\$1,000,000) per occurrence.

The Contractor shall have the City named as an additional insured on the Comprehensive General Liability and Automobile Liability Insurance policies, and the policies shall waive subrogation against the City.

The Contractor shall furnish to the City Certificates of Insurance certifying the above types and amounts of insurance. Such Certificates shall include a Notice of Cancellation clause with notification being sent to the City.

CONFLICT OF INTEREST

A. No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, nor any immediate family member, close business associate of such officer, employee or agent, or organization which is about to employ any such person, shall have any personal financial interest, direct or indirect, in the Contractor or in this Agreement,

and the Contractor shall take appropriate steps to assure compliance with this provision.

- B. The Contractor agrees that it will not contract with any subcontractor in which it has any personal financial interest, direct or indirect. The Contractor further covenants that no person having any conflicting interest shall be employed in the performance of this Agreement .
- C. The Contractor agrees not to engage in activities on behalf of the City that produce a direct or indirect financial gain for the Contractor other than the agreed-upon compensation, without the City's informed, prior, written consent.

CONFIDENTIALITY

The Contractor, its agents, and its employees, will keep and retain any and all information and records generated under this Agreement in the strictest confidence and will neither use such information or records nor disclose such information or records to anyone without the explicit written permission of the City. The Contractor warrants that it has and will continue to have safeguards in place to assure that such information and records are kept confidential by the Contractor, its agents, and its employees.

PROPRIETARY MATERIALS

The City acknowledges that in the course of performing services, the Contractor may use products, materials, or propriety methodologies. The City agrees that it shall have or obtain no rights in such propriety products, materials, and methodologies except pursuant to a separate written agreement executed by the parties.

The Contractor acknowledges that in the course of performing services for the City, the materials and information produced for the City are the exclusive properties of the City and may not be disseminated in any manner without prior written approval of the City.

WARRANTY

The Contractor warrants that the services to be provided by it hereunder will be performed in a good, timely, and professional manner by qualified staff and in accordance with generally accepted professional practices. The Contractor further warrants that the design and recommended solution are workable and capable of meeting the objective and purpose of the project as described in this RFP.

OWNERSHIP OF PROPERTY

The Contractor agrees that at the expiration or in the event of any termination of the Agreement that any memoranda, maps, drawings, working papers, reports, records, files either electronic or paper and other similar items produced in connection with this Agreement shall become the property of the City and the Contractor shall promptly deliver such items to the City.

TERMINATION

- A. **Termination of Contract for Cause.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the Contractor's obligations under this Agreement or if the Contractor violates any of the terms and conditions, covenants or agreements of the Agreement, if no attempt is made to cure the failure within a

period of ten (10) days or a longer period specified in writing, the City shall have the right to terminate this Agreement by giving written notice to the Contractor specifying the effective date of the termination, at least five (5) days before such effective date. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City of Cincinnati by virtue of any breach of this Agreement by the Contractor, and the City of Cincinnati may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined. Exceptions may be made with respect to defaults of subcontractors.

In the event this Agreement is terminated for cause, all finished or unfinished documents, data, studies, reports, and/or information prepared by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work satisfactorily completed at the date of termination.

- B. Non-Performance/Periodic Payments.** Any periodic payments from the City specified in this Agreement will be contingent upon performance of contractual obligations to date, including the proper receipt of supporting receipts, invoices, reports, statements, or any other supporting information as required by the City in this Agreement. In addition to having the right to terminate the Agreement, if the Contractor fails to satisfactorily meet any one of the Agreement obligations, the City may not approve periodic payments to the Contractor and/or may file liens as may be necessary against the Contractor's assets or future assets, until the Contractor satisfactorily fulfills its obligations under the Agreement or satisfactorily reimburses the City for any prior payments. The City also reserves the right to seek any other legal financial remedies as necessary pursuant to any damages the City may have encountered through the Contractor's default on any of the Agreement obligations until all or part of the City's prior payments have been recouped as the City deems appropriate, but such recoupment shall not to exceed the total amount of any prior payments. The City also reserves the right in the event of non-performance of this Agreement to prohibit any future or limited contractual relationships with the Contractor either directly or indirectly.

If the Contractor terminates this Agreement after the work has begun, the City shall not be required to compensate the Contractor for services/work not fully completed.

- C. Termination for Convenience of City.** The City may terminate this Agreement by giving thirty (30) days notice in writing from the City to the Contractor. If this Agreement is terminated by the City as provided, the Contractor will be compensated per ODOT CMS 108.09.
- D. Alternatives to Termination.** In the event the Contractor fails to fulfill the terms and conditions of this Contract in a timely and diligent manner, the City reserves the right, at its sole option, as an alternative to termination of the Contract, to reduce the services required herein of the Contractor and reduce the project budget in a manner which reflects such a reduction, by giving notice of such in writing, stating the date such reduction will become effective.

INDEPENDENT CONTRACTOR

Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City. Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing herein shall be construed as creating a partnership or joint venture between the City and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the City, nor shall any such person be entitled to any benefits available or granted to employees of the City.

CERTIFICATION AS TO NON-DEBARMENT

Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction covered by this Agreement. Contractor acknowledges and agrees that if it or its principals is/are presently debarred then it shall promptly return to the City any funds received pursuant to this Agreement. In such event, any materials received by the City pursuant to this agreement shall be retained as liquidated damages.

WAIVER

This Agreement shall be construed in a manner that a waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

LAW TO GOVERN

The Agreement is entered into and is to be performed in the State of Ohio, City of Cincinnati, and Contractor agrees that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

FORUM SELECTION

Jurisdiction for any claim or lawsuit arising or resulting from this Agreement shall be Ohio courts. The Contractor and its successors and assigns acknowledge and agree that all state courts of record sitting in Hamilton County, Ohio, shall be the exclusive forum for the filing, initiation, and prosecution of any suit or proceeding arising from or out of, or relating to, this Agreement, or any amendment or attachment thereto, including any duty owed by the Contractor to the City in connection therewith.

AMENDMENT

This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

ENTIRETY

This Agreement and the Exhibits attached hereto contain the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

SEVERABILITY

This Agreement shall be severable, if any part or parts of this Agreement shall for any reason be held or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

IV. REQUIRED AND MISCELLANEOUS FORMS

REQUIRED AND MISCELLANEOUS FORMS TO BE EXECUTED BY OFFEROR AND SUBMITTED WITH PROPOSAL

- ATTACHMENT 1 – Offeror Corporate and Contact Information
 - Required with Proposal Submission
- ATTACHMENT 2 – Not Used
- ATTACHMENT 3 – Affidavit of Accuracy and Signature Page
 - Required with Proposal Submission
- ATTACHMENT 4 – Subcontractor SBE/M/WBE Utilization Plan
 - Required only if the Offeror is subcontracting any portion of the work
- ATTACHMENT 5 – Equal Employment Opportunity (EEO) Form (DEI147)
 - Informational Use Only. The successful Offeror may be required to complete this form at contract execution.

ATTACHMENT 1 TO RFP

OFFEROR CORPORATE AND CONTACT INFORMATION

The Offeror shall use this document **ONLY** and not substitute another format.

Submittals for this RFP are accepted from single legal entities (e.g., corporation, partnership, sole proprietorship, limited liability company, limited liability partnership). The Offeror's legal entity type, as identified in Attachment 1, **must be in effect at the time of submittal** (as documented in the Affidavit of Accuracy & Signature Page and accompanying documentation of signatory authorization) **and shall be evident if awarded a contract from this competition.**

Instructions: Provide the following information about the Offeror to this RFP.

Date: _____
(month, day and year)

LEGAL NAME OF
OFFEROR _____

Offeror's City of Cincinnati SBE/MBE/WBE Certification Status (mark all applicable categories with an X):

() City of Cincinnati SBE () City of Cincinnati MBE () City of Cincinnati WBE

() City of Cincinnati ELBE () City of Cincinnati SLBE

Offeror's Corporate Office Business Address and Telephone Number

Offeror's Local Office Business Address and Telephone Number

Offeror's contact person who can respond authoritatively to any questions about this submittal:

Name: _____ Title: _____ Tel.: _____

Email: _____

Mailing Address: (if different than above) _____

Type of organization (mark with an X):

- () Corporation () Sole Proprietor () Limited Liability Company
- () Limited Liability Partnership () Other (Specify): _____

1. Organization

A. How many years has Offeror been in business performing the work as described in this RFP?

B. How many years has Offeror been in business under its present business name?

C. Under what other or former names has Offeror operated?

D. If Offeror is a corporation, please indicate:

Date of incorporation: _____

State of incorporation: _____

President's name: _____

Vice-President's name(s): _____

Secretary's name: _____

Treasurer's name: _____

E. If Offeror is a partnership, please indicate:

Date of organization: _____

Type of partnership (if applicable): _____

Name(s) of general partners: _____

F. If Offeror is a sole proprietorship, please indicate:

Date of organization: _____

Name of owner: _____

G. If Offeror is a limited liability company, please indicate:

Date of organization: _____

Name(s) of managing members: _____

H. If the form of Offeror is other than those listed above, describe it and name the principals:

I. Is the Offeror related to another entity as a parent, subsidiary or affiliate?

(Please indicate answer with an "X")

Yes () No ()

If yes, give names and addresses of all affiliated parent and/or subsidiary companies. Indicate which companies are subsidiaries.

J. List the type of work the Offeror customarily performs with its own workforce.

K. List the type of work customarily subcontracted to others.

L. List of geographic area(s) in which the Offeror does business.

2. Judgments

- A. Has the Offeror or any officer, director or owner thereof had any judgments entered against it/him/her within the past ten (10) years for breach of contracts for governmental or non-governmental work?

Yes () No ()

- B. If yes, provide details on any such judgment.

3. Contract Compliance

- A. Has Offeror been found to be in substantial noncompliance with the terms and conditions of any prior contract(s) with the City of Cincinnati?

Yes () No ()

- B. If yes, provide details on any such instance.

- C. Only answer the following question if Offeror has not contracted with the City in the past five (5) years.

Has Offeror been found to be in substantial noncompliance with the terms and conditions of prior contracts with another public body?

Yes () No ()

- D. If yes, provide details on any such instance.

4. Convictions

- A. Has the Offeror or any officer, director or owner thereof been convicted within the past ten (10) years of a crime related to governmental or non-governmental construction or contracting?

Yes () No ()

- B. If yes, provide details on any such conviction.

5. Debarment

- A. Is the Offeror or any officer, director or owner thereof currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state or agency of the federal government?

Yes () No ()

- B. If yes, provide details.

6. Contract Execution History

- A. Has the Offeror ever failed to enter into a contract in the past ten (10) years when the Offeror was the selected applicant?

Yes () No ()

- B. If yes, give complete circumstances for each occurrence on a separate sheet(s) of paper.

ATTACHMENT 3 TO RFP

AFFIDAVIT OF ACCURACY & SIGNATURE PAGE

The undersigned swears or affirms under the penalty of perjury that the Offeror, its agents, servants and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the Offeror to gain an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Offeror, or themselves, to gain any favoritism in the award of any contract resulting from this REQUEST FOR PROPOSALS ("RFP").

The undersigned further swears or affirms, to the best of his or her knowledge and belief, that the information contained in the submittal to this RFP ("Submittal"), all attachments, exhibits and forms, is true and complete, and that the Offeror has not omitted any fact necessary to make the information contained in the submittal to this RFP not misleading.

The Offeror's submittal shall constitute a representation on its part that the Offeror (a) has reviewed and thoroughly understands the scope of work, terms and conditions set forth in this RFP and draft agreement; (b) has made due inquiry to the City as to the existence of any addenda issued in connection with this RFP; (c) is satisfied that it has received any and all such addenda and has taken the contents thereof into consideration when preparing and submitting the Submittal; (d) understands all addenda will be issued via the City website and (d) accepts full and complete responsibility for the receipt of any and all such addenda and waives any claim of mistake or error in this Submittal based upon its failure, in fact, to have received any one or more addenda. The Offeror's failure to receive any addenda shall in no event relieve the Offeror from any responsibility for incorporating the provisions of the addenda into its Submittal. Addenda, upon issuance by City, shall be deemed to have become a part of this RFP to the same extent as if set forth fully therein.

Full, Legal Name of Offeror

Name of Authorized Representative¹

Title of Authorized Representative¹

Signature of Authorized Representative¹

Date

State of: _____

County of: _____

Sworn to and subscribed in my presence this _____ day of _____, 2013 by

_____.

My commission expires: _____
Notary Public

¹Offeror **must** attach documentation of signatory authorization appropriate to the Offeror's legal entity type, as identified in Attachment 1. Such documentation includes: corporate resolution (for corporations); operating agreement indicating authorized signatory(ies) (for LLCs); partnership agreement setting out who can act for the partnership (for partnerships).



ATTACHMENT 4 TO RFP
CITY OF CINCINNATI
SUBCONTRACTOR SBE/M/WBE UTILIZATION PLAN
Solicitation Reference No. RFP480ETSVOLPUR

Form 2003

(SUBMIT WITH
BID/PROPOSAL)

THIS DOCUMENT MUST BE ACCURATELY COMPLETED, SIGNED AND SUBMITTED WITH THE BID OR PROPOSAL

PROCUREMENT DESCRIPTION:	DATE SUBMITTED: TOTAL CONTRACT VALUE \$:
COMPANY NAME: FEDERAL TAX ID#	ADDRESS/TELEPHONE:

THE ABOVE NAMED COMPANY PROPOSES TO USE THE SERVICES OF THE FOLLOWING LISTED FIRM (S) DEMONSTRATING SUFFICIENCY TO MEET OR EXCEED THE MANDATORY SUBCONTRACTING PARTICIPATION LEVEL. THE BIDDER MUST LIST ALL SUBCONTRACTORS, REGARDLESS OF AMOUNT OR SERVICE. FAILURE TO COMPLETE THIS FORM WITH ALL THE PERTINENT-REQUESTED INFORMATION (AS INDICATED IN EACH COLUMN) MAY CAUSE A BID TO BE DETERMINED AS NON-RESPONSIVE FOR SBE/M/WBE REVIEW PURPOSES.

Name/Address/Telephone	Federal Tax ID#	Describe Exact Type Of Work /Supplier	Subcontract Dollars	Subcontract Percentage	MBE or WBE	FOR OFFICE USE ONLY (SBE CALCULATION)

I certify that the above information is true to the best of my knowledge. The company acknowledges and agrees that if awarded the contract the information provided on this Form 2003 shall be incorporated into the terms and conditions of the final contract between the City and the Company. I acknowledge and agree that any changes to the above information must be submitted in writing on the Substitution Form 2006 and approved in advance by the City.

Signature	Title	DATE
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ATTACHMENT 5
FORM DEI 147

CITY OF CINCINNATI
EQUAL EMPLOYMENT OPPORTUNITY
PROGRAM

Adopted by Ordinance Nos. 331-1999 and 235-2013.

This form is designed to provide an evaluation of your policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex, sexual orientation, gender identity, or national origin.

Ordinances of the City of Cincinnati and the rules and regulations pursuant thereto provide for contract compliance inspection of personnel policies and practices relating to designated contracts with the City including contracts for construction, labor, services, materials, supplies, equipment, leases, loan and concession agreements.

Completion of this Report is one of the steps which demonstrates compliance with the City's Equal Employment Opportunity (EEO) Program. Responsibility for demonstrating compliance with the Program by the contractor and his subcontractor rests with the contractor or subcontractors. Such demonstration is a prerequisite for continued eligibility for bidding on City of Cincinnati contracts. Your company's failure to demonstrate sincere efforts to comply with the City's EEO Program may result in the following action(s) being taken against your company.

- 1) Refusal of all future bids or proposals for any contract with the city or its boards or commissions until such time as the contractor demonstrates that there has been established and there shall be carried out all of the provisions of the program..
- 2) Cancellation of the contract. In a case in which there is substantial or a material violation of the compliance procedures herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of contractors, subcontractors, or other organizations, individuals or groups who prevent or seek to prevent, directly or indirectly, compliance with the policy as herein provided.

PROCEDURE

You must complete Form DEI 147 prior to award of a bid/contract. You cannot receive an award without having Form DEI 147 approved by the City's Department of Economic Inclusion.

Please complete and return pages one (1), three (3), four (4) and six (6) to:

Department of Economic Inclusion
805 Central Avenue, Suite 610
Two Centennial Plaza
Cincinnati, Ohio 45202

For further information call: (513) 352-3144

FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION ON FORM DEI 147 WITHIN TEN (10) DAYS OF NOTIFICATION FROM THE DEPARTMENT OF ECONOMIC INCLUSION SHALL BE GROUNDS FOR REJECTION OF YOUR BID/CONTRACT AS BEING **NON-RESPONSIVE**.

Company Name: _____

Date: _____

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

- 1. The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. As used here, the phrase "shall not discriminate" applies without limitation to the following: (1) recruitment, whether by advertising or other means; (2) compensation, whether in the form of rates of pay, or other forms of compensation; (3) selection for training, including apprenticeship; and (4) promotion, upgrading, demotion, downgrading, transfer, laying off, and termination. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.*
- 2. The contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, gender identity, or national origin.*
- 3. The contractor shall furnish all information and reports required by the Department of Economic Inclusion pursuant to Cincinnati Municipal Code Chapter 325, and shall permit access to the books, records, and accounts of the contractor during normal business hours by the Department of Economic Inclusion for the purpose of investigation so as to ascertain compliance with the program.*
- 4. The contractor shall include the provisions of this equal employment opportunity clause in every subcontract, sublease, or purchase order so that such provisions will be binding upon each subcontractor, sublessee, or vendor. The contractor shall take such action with respect to any subcontractor as the City may direct as a means of enforcing the provisions herein, including penalties and sanctions for non-compliance, provided, however, that in the event the contractor becomes involved in or is threatened with litigation as the result of such direction by the City, the City may enter into such litigation as is necessary to protect the interest of the city and to effectuate the EEO program of the city; and in the case of contracts receiving Federal assistance, the contractor or the city may request the United States to enter into such litigation to protect the interests of the United States.*
- 5. The contractor shall file compliance reports at reasonable times and intervals with the City in the form and to the extent prescribed by the Department of Economic Inclusion. Compliance reports filed shall contain information as to employment practices, policies, programs, and statistics of the contractor.*

POLICIES AND PRACTICES

The bidder/contractor will indicate his/her willingness to comply with the requirements of the Equal Employment Opportunity Program of the City of Cincinnati by encircling the applicable letters to the left of each item below. The letters are to be interpreted as follows:

A - This is now a practice of the Company/Organization.

B - The Company/Organization will adopt this policy.

C - The Company/Organization cannot or will not adopt this policy. (If "C" is circled state reason. Use separate sheet if additional space is needed.)

It is understood that the Company's/Organization's willingness to participate in the Equal Employment Opportunity Program will be evaluated by the Department of Economic Inclusion. This evaluation will directly influence our decision on the qualifications of each bidder/contractor and is an integral part of your bid/contract.

ALL QUESTIONS MUST BE ANSWERED.

Circle One	Items	State Reason if (C) is Circled
A B C	1. The Company/Organization will adopt a policy of non-discrimination, on the basis of race, religion, color, sex, sexual orientation, gender identity, or national origin applicable to employees or applicants for employment in recruitment, compensation, training, upgrading, promotion, demotion, downgrading, transfer, laying off and termination.. An Affirmative Action Plan including goals and timetables will be developed to correct existing deficiencies in the aforementioned areas, if those deficiencies exist.	
A B C	2. The Company/Organization will assign responsibility to one of its officials to develop procedures which will assure that this policy is understood and carried out by managerial, administrative and supervisory personnel. Official's Name: _____ Title: _____	
A B C	3. The Company/Organization will state its non-discrimination policy in writing and communicate it to the following: a. All employees b. All advertisement and recruitment sources c. All relevant employee organizations including labor unions d. All subcontractors	
A B C	4. If the Company/Organization should need to use recruitment sources such as employment agencies, unions, and schools, these sources will have a policy of referring applicants using the same standards of non-discrimination required by the City's EEO program and as defined in Item #1 above.	

**CITY OF CINCINNATI
DEPARTMENT OF ECONOMIC INCLUSION
BIDDER/CONTRACTOR INFORMATION**

Name of Company/Organization () Telephone Number

Address (Include Room/Suite Number, City, State and Zip Code)

Federal Tax I.D. Number or
Social Security Number

Name of Company/Organization Contact Person

CHECK APPROPRIATE BOX BELOW

- | | |
|---|--|
| <input type="checkbox"/> Prime Contractor-Construction | <input type="checkbox"/> Subcontractor-Construction |
| <input type="checkbox"/> Prime Contractor-Professional Services | <input type="checkbox"/> Subcontractor-Professional Services |
| <input type="checkbox"/> Prime Contractor-Supplies/Services) | <input type="checkbox"/> Subcontractor-Supplies/Services |
| <input type="checkbox"/> Educational Institution | <input type="checkbox"/> Non-Profit Organization |
| | <input type="checkbox"/> Other (Please List) |
| | <input type="checkbox"/> _____ |

**SEX AND RACE OF MAJORITY BUSINESS OWNER
(MAJORITY OWNER HAS THE MOST PERCENTAGE OWNERSHIP OF COMPANY AND CONTROL)
CHECK APPROPRIATE BOX BELOW**

- | | | | |
|---------------------------------|---|---|--------------------------------------|
| <input type="checkbox"/> Male | <input type="checkbox"/> White | <input type="checkbox"/> Native Amer./Alaskan | <input type="checkbox"/> Hispanic |
| <input type="checkbox"/> Female | <input type="checkbox"/> African American | <input type="checkbox"/> Asian/Pacific Islander | <input type="checkbox"/> Other _____ |

SEX AND RACE OF BOARD OF DIRECTORS – Non-Profit Organization

*****PUT THE NUMBER OF EACH IN THE APROPRIATE BOX*****

- | | | | |
|---------------------------------|---|---|--------------------------------------|
| <input type="checkbox"/> Male | <input type="checkbox"/> White | <input type="checkbox"/> Native Amer./Alaskan | <input type="checkbox"/> Hispanic |
| <input type="checkbox"/> Female | <input type="checkbox"/> African American | <input type="checkbox"/> Asian/Pacific Islander | <input type="checkbox"/> Other _____ |

SIGNATURE OF AUTHORIZED REPRESENTATIVE

**INSTRUCTIONS FOR COMPLETION OF
EMPLOYMENT DATA TABLE ON PAGE 6**

1. Enter total number of employees in column one (1) according to job categories as listed below.
2. Enter number of handicapped employees in company's total work force and enter in column two (2).
3. Break down columns three (3) through seven (7) into race/ethnic group of the males and enter totals in column eight (8).
4. Break down columns nine (9) through thirteen (13) into race/ethnic group of the females and enter totals in column fourteen (14).

NOTE: EMPLOYEES LISTED MUST BE FULL TIME PERMANENT EMPLOYEES ONLY. DO NOT INCLUDE SEASONAL, TEMPORARY, AGENCY, OR PART TIME EMPLOYEES. EMPLOYEE FIGURES MUST REFLECT THE COMPANY'S TOTAL WORKFORCE, NOT ONE DEPARTMENT OR DIVISION.

DESCRIPTION OF CATEGORIES

Officials, managers and supervisors – Occupations requiring administrative personnel who set broad policies, exercise over-all responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes: officials, executive, middle management, plant managers, department managers and superintendents, salaried foremen who are members of management, purchasing agents and buyers, and kindred workers.

Professionals – Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, dietitians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, personnel and labor relations workers, physical scientists, physicians, social scientists, teachers and kindred workers.

Sales workers – Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and salesmen, insurance agents and brokers, real estate agents and brokers, stock and bond salesmen, demonstrators, salesmen and sales clerks, and kindred workers.

Office and clerical – Includes all clerical-type work regardless of level of difficulty, where the activities are predominantly nonmanual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, cashiers, collectors (bills and accounts), messengers, office machine operators, shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, and kindred workers.

Craftsmen (Skilled) – Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training.

Includes: The building trades hourly paid foremen and leadmen who are not members of management, mechanics and repairmen, skilled machining occupations, compositors and typesetters, electricians, engravers, jobsetters (metal), motion picture projectionists, pattern and model makers, stationary engineers, tailors and kindred workers.

Operatives (Semi-Skilled) – Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training.

Laborers (Unskilled) – Workers in manual occupations which generally require no special training. Perform elementary duties that may be learned in a few days and require the application of little or no independent/judgment. Includes: garage laborers, car washers and greasers, gardeners (except farm) and groundskeepers, longshoremen and stevedores, lumbermen, craftsmen and wood choppers, laborers performing lifting, digging, mixing, loading, and pulling operations, and kindred workers.

Service workers – Workers in both protective and nonprotective service occupations. Includes: attendants (hospital and other institution, professional and personal service), barbers, cleaners, cooks (except household), counter and fountain workers, elevator operators, firemen and fire protection, guards, watchmen and doorkeepers, stewards, janitors, policemen and detectives, porters, waiters and waitresses, and kindred workers.

Apprentices – Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally considered an apprenticeship, regardless of whether the program is registered with a Federal or State agency.

EMPLOYMENT DATA

Please note that these data may be obtained by visual survey or post-employment records. Neither visual surveys nor post-employment records are prohibited by any Federal, State or local law. All specified data are required to be filled in by law.

[illegible]